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16 Attorneys for Defendants Navient Corporation;
Navient Solutions, LLC; Earnest, LLC; and The
17 Navient Corporation Executive Severance Plan for Senior
Officers

18 UNITED STATES DISTRICT COURT
19 NORTHERN DISTRICT OF CALIFORNIA
20

21 LOUIS BERYL,

Case No.: 3:20-cv-05920-LB

22 Plaintiff,

JOINT SUBMISSION REGARDING
TRIAL OF ERISA CLAIMS

23 vs.

Hon. Laurel Beeler

24 NAVIENT CORPORATION, NAVIENT
SOLUTIONS, LLC, EARNEST, LLC, and the
25 NAVIENT CORPORATION EXECUTIVE
SEVERANCE PLAN FOR SENIOR
OFFICERS EFFECTIVE MAY 1, 2014

26 Defendants.

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1 Plaintiff Louis Beryl and Defendants Navient Corporation, Navient Solutions, LLC, Earnest,
2 LLC, and The Navient Corporation Executive Severance Plan for Senior Officers (collectively
3 "Defendants") submit this Joint Submission Regarding Trial of the ERISA claims asserted by Mr.
4 Beryl:

5 **I. Standard of Review**

6 The Parties stipulate that the standard of review applicable to Plaintiff Beryl's claim for the
7 payment of benefits under ERISA section 502(a)(1)(B) is to be *de novo*. The Parties differ,
8 however, on the impact of this stipulation on the admissibility of certain proposed trial exhibits.

9 **A. Plaintiff's Positions**

10 Mr. Beryl understands that Defendants intend to argue that certain trial exhibits are no
11 longer relevant because Defendants have stipulated to the *de novo* standard of review for the ERISA
12 claims. Mr. Beryl disagrees. The exhibits in question show Mr. Beryl's efforts to obtain his
13 severance benefits (both pursuant to his offer letter and the ERISA plan) and to obtain an
14 explanation from Defendants as to why they asserted that they had cause to terminate his
15 employment. They also show Defendants' explanation for why they believed that they had cause to
16 terminate Mr. Beryl and Defendants' non-responsiveness to Mr. Beryl's assertion of his contractual
17 rights. These facts are relevant to claims that will be tried to the jury and, as such, should be
18 admitted.

19 **B. Defendants' Position**

20 It is Defendants' position that because the Parties are stipulating to a *de novo* standard of
21 review on the question of whether Mr. Beryl is entitled to benefits under the terms of the Navient
22 Corporation Executive Severance Plan for Senior Officers, the documents related to the denial of
23 his claim and his subsequent appeal of that denial are irrelevant, unfairly prejudicial, unnecessarily
24 cumulative, and a waste of the Court's and the Jury's time. Proposed exhibits 19 through 22, as
25 well as 34, should, therefore be excluded pursuant to Federal Rules of Evidence 401 and 403.
26 Defendants intend to file a Motion in Limine on this issue for the Court's consideration.

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1 **II. Findings of Fact**

2 The Court has asked the Parties to brief the Court on whether the Jury's factual
3 determinations are binding on the Court when it is considering Plaintiff Beryl's claim for the
4 payment of benefits under ERISA section 502(a)(1)(B). Based on the Ninth Circuit's holding in
5 *Teutscher v. Woodson*, 835 F. 3d 936 (9th Cir. 2016), the Parties are in agreement that, with respect
6 to common issues of fact, the Court is bound by the factual findings of the Jury.

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8 Dated: October 20, 2022

VENTURA HERSEY & MULLER LLP

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10 By: /S/ Daniel J. Muller
11 DANIEL J. MULLER
12 Attorneys for Plaintiff Louis Beryl

13 Dated: October 20, 2022

JACKSON LEWIS P.C.

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15 By: /S/ Donald P. Sullivan
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